深圳麦科田生物医疗技术股份有限公司
Medcaptain Medical Technology Co., Ltd.
（于中华人民共和国注册成立之股份有限公司）
(A joint stock company incorporated in the People's Republic of China with limited liability)

2024 期权激励计划
2024 Option Incentive Plan

** Please note that the English translation of the 2024 Option Incentive Plan is for reference only. If there are any discrepancy between the English and Chinese versions of the terms of the 2024 Option Incentive Plan, the Chinese version shall prevail.*

目录 Contents

1. 解释义及诠释 INTERPRETATION AND DEFINITIONS

1.1 在本计划中，下列名词和术语作如下解释：

In this Plan, the following expressions shall have the following meanings:

适用法律 **Applicable Laws**	指所有相关司法管辖区的所有法律、成文法、立法、条例以及任何国家、政府机构（包括但不限于香港联交所、香港证监会和中国证监会）或法庭颁布的规则、法规、规范性文件、指引、意见、公告、通知、命令、判决、法令或裁决； means all laws, statutes, legislation, ordinances and acts in all relevant jurisdictions, and the rules, regulations, normative documents, guidelines, opinions, circulars, notices, orders, judgments, decrees or awards promulgated by any state, governmental authority (including but not limited to the Hong Kong Stock Exchange, the Hong Kong SFC and the CSRC) or courts;
董事会 **Board**	指公司的董事会（另请不时参考第 1.2.4 条）； means the board of directors of the Company (please also refer to Clause 1.2.4 from time to time);
营业日 **Business Day**	指香港联交所开市进行证券买卖的日子； means a day on which the Hong Kong Stock Exchange is open for dealing in securities;
中国 **China** or **PRC**	指中华人民共和国（就本计划项下定义而言，其不包括香港、澳门特别行政区及台湾地区）； means the People's Republic of China (which, for the purpose of this Plan, shall exclude Hong Kong, the Macau Special Administrative Region and Taiwan);
中国证监会 **CSRC**	指中国证券监督管理委员会； means the China Securities Regulatory Commission;
公司 或 **本公司** **Company** or **Our Company**	指深圳麦科田生物医疗技术股份有限公司，一家于中国注册成立之股份有限公司； means Medcaptain Medical Technology Co., Ltd., a joint stock company incorporated in the PRC with limited liability;
公司章程 **Articles of Association**	指《深圳麦科田生物医疗技术股份有限公司章程》及其不时修订的版本； means the *Articles of Association of Medcaptain Medical Technology Co., Ltd.*, as amended from time to time;
先决条件 **Conditions Precedent**	指第 3 条规定的含义； shall have the meaning ascribed to it in Clause 3;
合资格参与者 **Eligible Participant**	按照本计划规定获得期权的公司董事、高级管理人员、核心技术人员和核心业务人员、获董事会批准的公司其他人员，以及对公司经营业绩和未来发展有直接影响或贡献的其他员工或其他人士，但第 6.1.1 至 6.1.2 条所述的人士除外；

means a director, senior management, core technical personnel and core business personnel of the Company, other personnel of the Company as approved by the Board and other employees or other persons who have a direct impact or contribution on the Company's operating results and future development who are granted an Option in accordance with the provisions of this Plan, but excluding persons described in Clauses 6.1.1 to 6.1.2;

行权期限 **Exercise Period**	指授予信中指定，股份期权归属后选定参与者可行使股份期权的期限； means the period specified in the Grant Letter during which a Selected Participant may exercise the Share Option after it has vested;
行权价格 **Exercise Price**	指第 9 条规定的含义； shall have the meaning ascribed to it in Clause 9;
行权日 **Exercise Date**	指选定参与者于第 8.1 条中指定的可行权时间内的由董事会或董事会授权人士不时厘定的行权开窗时段的任一营业日，并根据第 10.1 条指定的方式向公司送达（或根据本计划条款被视为送达）行权通知当天。如根据前述要求送达或被视为送达行权通知当天处于 H 股停牌、暂停交易或 H 股股份过户登记处暂停办理股份过户登记的任何期间，则行权日将延后至紧随 H 股复牌、恢复交易或 H 股股份过户登记处恢复办理股份过户登记后的下一营业日； means any Business Day during the exercisable period from time to time determined by the Board or a person authorized by the Board within the exercisable time specified in Clause 8.1, and on which the exercise notice is served (or deemed to be served under the terms of this Plan) on the Company in the manner specified in Clause 10.1. If the day on which the exercise notice is served or is deemed to be served in accordance with the foregoing requirements falls within any period when the H Shares are suspended from trading or the register of members for H Shares is closed, the Exercise Date will be postponed to the next Business Day immediately following the resumption of trading of the H Shares or the re-opening of the register of members for H Shares;
授予 **Grant**	指公司根据本计划授予选定参与者股份期权； means the grant of a Share Option to a Selected Participant by the Company under this Plan;
授予信 **Grant Letter**	指公司根据第 7.3 条授予选定参与者股份期权的书面通知； means a written notice of the grant of a Share Option to a Selected Participant by the Company pursuant to Clause 7.3;
集团 **Group**	指深圳麦科田生物医疗技术股份有限公司及其附属公司； means Medcaptain Medical Technology Co., Ltd. and its subsidiaries;

集团成员 **Group Member**	指集团的其中一家公司； means one of the companies in the Group;
香港 **Hong Kong**	指中华人民共和国香港特别行政区； means the Hong Kong Special Administrative Region of the PRC;
香港联交所 **Hong Kong Stock Exchange**	指香港联合交易所有限公司； means The Stock Exchange of Hong Kong Limited;
香港上市规则 **Hong Kong Listing Rules**	指《香港联合交易所证券上市规则》及其不时修订的版本； means *The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited*, as amended from time to time;
香港证监会 **Hong Kong SFC**	香港证券及期货事务监察委员会； means the Securities and Futures Commission of Hong Kong;
港币 **HK$**	香港现行法定货币； means Hong Kong dollars, the lawful currency of Hong Kong for the time being;
H股 **H Shares**	本公司股本中每股面值人民币 1 元的境外上市外资普通股，将以港币认购及买卖，并将于香港联交所主板上市； means the ordinary overseas-listed foreign-invested shares in the share capital of the Company with a nominal value of RMB1 each, which are to be subscribed for and traded in HK$ and are to be listed on the Main Board of the Hong Kong Stock Exchange;
独立董事 **Independent Director**	包括公司之独立董事及独立非执行董事； includes independent directors and independent non-executive directors of the Company;
上市 **Listing**	指本公司首次公开发行 H 股股票及在香港联交所主板挂牌上市； means the initial public offering and listing of the Company's H Shares on the Main Board of the Hong Kong Stock Exchange;
上市日 **Listing Date**	指本公司首次公开发行 H 股股票及在香港联交所主板挂牌上市之日； means the date of the initial public offering and listing of the Company's H Shares on the Main Board of the Hong Kong Stock Exchange;
月 **Month**	指日历月； means a calendar month;
相关授权人士 **Relevant Authorized Person**	指第 5.1.2 条规定的含义； shall have the meaning ascribed to it in Clause 5.1.2;

相关税款 **Relevant Taxes**	指由任何相关主管机构及/或政府部门施加的任何形式的税项的责任，不论是在中国香港、中国内地或任何司法管辖区，亦不论该税项是何时设定或征收； means a liability to any form of taxation imposed by any relevant competent authority and/or government department, whether in Hong Kong, Mainland China or any jurisdiction, and irrespective of when such tax is imposed or levied;
人民币 **RMB**	中国现行法定货币； means Renminbi, the lawful currency of the PRC for the time being;
计划 或 **本计划** **Plan** or **This Plan**	指《深圳麦科田生物医疗技术股份有限公司 2024 期权激励计划》以及后续在此基础上修订的计划； means the *Medcaptain Medical Technology Co., Ltd. 2024 Option Incentive Plan* and the plan as amended on this basis from time to time;
计划生效日 **Plan Effective Date**	指第 3 条规定中最后的先决条件达成之日； means the date on which the last of the Conditions Precedent set out in Clause 3 is fulfilled;
选定参与者 **Selected Participant**	根据第 6 条获批参与本计划并获授予股份期权的合资格参与者; means an Eligible Participant who has been approved to participate in this Plan and granted a Share Option in accordance with Clause 6;
股份期权 **Share Option**	指根据本计划条款以行权价格认购公司 H 股股票的权利； means a right to subscribe for H Shares of the Company at the Exercise Price in accordance with the terms of this Plan;
认购价格 **Subscription Price**	指根据第 7.1 条规定，当选定参与者认购每份股份期权时需要支付的对价； means the consideration payable by a Selected Participant for the subscription of each Share Option in accordance with Clause 7.1;
归属条件 **Vesting Conditions**	根据第7.4条就某选定参与者的股份期权归属设置的任何前提归属条件或限制。 means any prerequisite vesting conditions or restrictions set for the vesting of a Selected Participant’s Share Option pursuant to Clause 7.4.

1.2 除非另有规定：

Unless otherwise specified:

1.2.1 本计划规则所指的时间均指香港时间；

references to time in the rules of this Plan are to Hong Kong time;

1.2.2 如果指明一个时间段自某一天起计，或从某一行为或事件发生之日起计，则该段时间的计算应不包括该日；

if a period of time is specified as from a certain day, or from the day on which an act or event occurs, such period shall be calculated exclusive of that day;

1.2.3 对法规、法定条文或上市规则的明示或默示引用，应解释为对分别经修订或重述的法规、条文或规则的引用，或其适用不时被其他条文（无论是在本协议日期之前或之后）修改，并应包括任何法规，重新制定（无论是否修改）的规定或规则，应包括相关法规、规定或规则下的任何命令、法规、文据、附属法规、其他附属法规或实践说明；

an express or implied reference to a statute, statutory provision or the Listing Rules shall be construed as a reference to the statute, provision or rule as amended or re-enacted, respectively, or as its application is modified by other provisions from time to time (whether before or after the date of this Agreement), and shall include any statute, provision or rule re-enacted (whether with or without modification), and shall include any order, regulation, instrument, by-law, other subsidiary legislation or practice note under the relevant statute, provision or rule;

1.2.4 除非另有说明，董事会可绝对酌情决定；如果董事会将其管理计划的权力授予其授权人士，该授权人士应享有董事会同等的绝对酌情权力；

unless otherwise specified, the Board may decide in its absolute discretion; if the Board delegates its power to administer the Plan to its authorized person, such authorized person shall have the same absolute discretion as the Board;

1.2.5 提及「包括」应被视为「包括但不限于」；

references to “including” shall be deemed to be “including but not limited to”;

1.2.6 表示单数的词包括复数，反之亦然，表示性别的词包括所有性别；

words importing the singular number shall include the plural and vice versa, and words importing a gender shall include all genders;

1.2.7 标题仅为方便起见而列入计划规则，并不影响其诠释；及

headings are included in the Plan rules for convenience only and shall not affect their interpretation; and

1.2.8 凡提及任何法定团体，均须包括该法定团体的继任者及为取代该法定团体或承担该法定团体的职能而成立的任何团体。

references to any statutory body shall include its successor and any body established to replace or take over the functions of such statutory body.

2. 计划目的 PURPOSE OF THE PLAN

2.1 本计划旨在：

The purpose of this Plan is to:

2.1.1 进一步完善公司长效激励机制，吸引和留住优秀人才，充分调动公司董事、高级管理人员、核心技术人员和核心业务人员、获董事会批准的公司其他人员，以及对公司经营业绩和未来发展有直接影响或贡献的其他员工或其他人士的积极性、责任感和使命感;

further improve the Company's long-term incentive mechanism, attract and retain outstanding talents, and fully mobilize the proactiveness, sense of responsibility and mission of the Company's directors, senior management, core technical personnel and core business personnel, other personnel approved by the Board, and other employees or other persons who have a direct impact or contribution on the Company's operating performance and future development;

2.1.2 有效结合股东、公司和骨干人员的利益，共同关注公司的长远发展，并为之共同努力奋斗; 及

effectively align the interests of shareholders, the Company and key personnel to jointly focus on the long-term development of the Company and work together for it; and

2.1.3 确保公司发展战略和经营目标的实现。

ensure the realization of the Company's development strategy and business objectives.

3. 计划的先决条件 CONDITIONS PRECEDENT

3.1 受限于以下所有先决条件获达成，本计划会于计划生效日（即下列先决条件最晚达成之日）起生效：

Subject to the fulfilment of all of the following conditions precedent, this Plan shall become effective on the Plan Effective Date (i.e., the date on which the last of the following conditions precedent is fulfilled):

3.1.1 本公司的股东于股东大会通过特别决议批准并采纳本计划，并许可相关授权人士在授权范围内实施本计划；及

the shareholders of the Company have approved and adopted this Plan by way of a special resolution at a general meeting and have authorized the Relevant Authorized Persons to implement this Plan within the scope of their authorization; and

3.1.2 无适用法律及监管机构限制或禁止本计划的生效和实施。

no applicable laws and regulatory authorities restrict or prohibit this Plan from being effective and implemented.

3.2 于第 3.1.1 条的先决条件达成之日，若不存在第 3.1.2 所述之限制或禁止，第 3.1.2 条所述的先决条件将视为获达成。

On the date when the condition precedent in Clause 3.1.1 is fulfilled, if there is no restriction or prohibition as described in Clause 3.1.2, the condition precedent described in Clause 3.1.2 shall be deemed to have been fulfilled.

4. 本计划期限 TERM OF THE PLAN

4.1 受限于第 4.2 条的规定，除非股东大会根据第 19 条通过决议提前终止本计划，否则本计划自计划生效日起计截至选定参与者获授予的股份期权全部行权或注销之日（按较早者为准）有效（前提是该终止不得影响任何选定参与者在本计划下的任何届时现存的权利）。

Subject to the provisions of Clause 4.2, unless the Plan is terminated earlier by a resolution passed at a general meeting in accordance with Clause 19, the Plan shall be valid from the Plan Effective Date until the date on which all Share Options granted to the Selected Participants have been exercised or cancelled (whichever is earlier) (provided that such termination shall not affect any then existing rights of any Selected Participant under this Plan).

4.2 本计划终止或期限届满后，若存在任何于本计划终止或期限届满前根据本计划授出但仍有效及未行权的股份期权，或行权后相关H股尚未发行或转让(如适用)予有关选定参与者，则就该等股份期权而言，本计划及其规则仍然有效，以使(a)该等股份期权在到期前可按其授予的条款进行行权；或(b)公司可按照本计划及有效的行权通知发行或转让(如适用)H股予已行权的有关选定参与者。

After the termination or expiration of this Plan, if there are any Share Options granted under this Plan before the termination or expiration of this Plan which are still valid and have not been exercised, or if the relevant H Shares have not yet been issued or transferred (if applicable) to the relevant Selected Participant after exercise of the relevant Share Options, this Plan and its rules shall remain in effect with respect to such Share Options in order to enable (a) such Share Options to be exercised in accordance with the terms of their grant before they expire; or (b) the Company to issue or transfer (if applicable) H Shares to the relevant Selected Participant who has exercised his/her Share Option(s) in accordance with this Plan and the valid exercise notice.

5. 计划的管理 ADMINISTRATION OF THE PLAN

5.1 本计划须受以下行政机构根据本计划规则的管理及约束：

This Plan shall be administered and governed by the following administrative bodies in accordance with the rules of this Plan:

5.1.1 公司股东大会作为公司的最高权力机构，负责审议批准本计划的采纳并批准在适用法律下必须由股东大会批准的授予。股东大会可授权董事会在其权限范围内处理与本计划相关的所有事宜；

The general meeting of shareholders of the Company, as the highest authority of the Company, is responsible for considering and approving the adoption of this Plan and approving grants that must be approved by the general meeting of shareholders under applicable laws. The general meeting of shareholders may authorize the Board to handle all matters related to this Plan within its authority;

5.1.2 在获得上述股东大会授权后，在不损害董事会的一般管理权力的原则下，董事会可转授权予任何一名董事或董事会相关委员会在权限范围内处理与本计划相关的所有事宜（董事会及董事会授权人士，合称「**相关授权人士**」），但董事会可以随时撤销该等授权；及

After obtaining the authorization of the general meeting of shareholders mentioned above, without prejudice to the general management powers of the Board, the Board may delegate the authority to any director or relevant committee of the Board to handle all matters related to this Plan within its authority (the Board and the persons authorized by the Board are collectively referred to as the "**Relevant Authorized Persons**"), but the Board may revoke such authorization at any time; and

5.1.3 公司董事会为负责管理本计划的机构。董事会的决定为最终决定并对所有受影响人士有约束力。

The Board is the body responsible for administering this Plan. The decisions of the Board are final and binding on all persons affected.

5.2 在遵守计划规则和任何适用法律的前提下，相关授权人士有权不时：

Subject to compliance with the rules of the Plan and any applicable laws, the Relevant Authorized Persons shall have the right from time to time to:

5.2.1 受限于第 20 条，为计划的管理、解释、实施及运作作出安排、指引、程序及/或规例或对上述安排、指引、程序及/或规例作出更改，但该等安排、指引、程序及/或规例不得与本计划规则相抵触;

subject to Clause 20, make arrangements, guidelines, procedures and/or regulations for the administration, interpretation, implementation and operation of the Plan, or make changes to the foregoing arrangements, guidelines, procedures and/or regulations, provided that such arrangements, guidelines, procedures and/or regulations do not conflict with the rules of this Plan;

5.2.2 监督计划的日常管理;

supervise the daily administration of the Plan;

5.2.3 确定以任一合资格参与者对本集团发展和成长的贡献或其他认为适当的因素为获得股份期权的资格的基准;

determine the criteria for eligibility for Share Options based on the contribution of any Eligible Participant to the development and growth of the Group or other factors deemed appropriate;

5.2.4 向其不时选定的合资格参与者授予股份期权。为免生疑问，本计划不存在预留权益，本计划项下拟向选定参与者授予的所有股份期权均会于计划生效期间内但在上市日前全数授予;

grant Share Options to Eligible Participants selected by it from time to time. For the avoidance of doubt, there are no reserved interests under this Plan, and all Share Options intended to be granted to Selected Participants under this Plan will be granted in full during the effective period of the Plan but before the Listing Date;

5.2.5 确定股份期权的条款和条件，并厘定相关条件是否已经达成;

determine the terms and conditions of the Share Options and determine whether the relevant conditions have been met;

5.2.6 建立、评估和管理计划的绩效目标;

establish, evaluate and manage the performance targets of the Plan;

5.2.7 批准授予函的形式和内容;

approve the form and content of the Grant Letter;

5.2.8 受限于第 18 条，对本计划授出的股份期权的条款作出其认为必要的适当及公平调整;

subject to Clause 18, make such appropriate and fair adjustments to the terms of the Share Options granted under this Plan as it deems necessary;

5.2.9 决定如何根据第 7.4 至 7.5 条实现股份期权的归属;

decide how to effect the vesting of Share Options in accordance with Clauses 7.4 to 7.5;

5.2.10 行使股东大会不时授予的任何权力;

exercise any power granted by the general meeting of shareholders from time to time;

5.2.11 行使本计划授予的任何权力;

exercise any power granted by this Plan;

5.2.12 为计划之目的而聘请银行、律师、顾问及其他专业机构; 及

engage banks, lawyers, consultants and other professional institutions for the purposes of the Plan; and

5.2.13 签署、执行及修订所有与计划有关的文件，履行所有与计划有关的程序，并采取其他措施或行动以落实计划规则的条款及意图。

sign, execute and amend all documents related to the Plan, carry out all procedures related to the Plan, and take other measures or actions to implement the terms and intent of the Plan rules.

5.3 就本计划管理而言，公司须遵守所有披露相关规定，包括所有适用法律。

For the administration of this Plan, the Company shall comply with all relevant disclosure requirements, including all applicable laws.

6. 选定参与者 SELECTED PARTICIPANTS

6.1 本计划的合资格参与者包括公司董事、高级管理人员、核心技术人员和核心业务人员、获相关授权人士批准的公司其他人员，以及对公司经营业绩和未来发展有直接影响或贡献的其他员工或其他人士。相关授权人士有权根据《中华人民共和国公司法》《中华人民共和国证券法》及其他适用法律及公司章程的相关规定，并结合公司实际情况甄选及全权决定任何符合合资格参与者标准的人士作为选定参与者，但下列人士不得作为本计划的选定参与者：

Eligible Participants of this Plan include directors, senior management, core technical personnel and core business personnel of the Company, other personnel of the Company approved by the Relevant Authorized Persons, and other employees or other persons who have a direct impact or contribution on the Company's operating performance and future development. The Relevant Authorized Persons have the right to select and decide in their sole discretion any person who meets the criteria for an Eligible Participant as a Selected Participant in accordance with the relevant provisions of the Company Law of the PRC, the Securities Law of the PRC and other applicable laws and the Articles of Association, and in light of the actual situation of the Company, but the following persons shall not be Selected Participants of this Plan:

6.1.1 独立董事;

Independent Directors;

6.1.2 具有适用法律明确不得参与任何企业股权激励计划或持有公司股份情形的人员。

persons who are explicitly prohibited by applicable laws from participating in any corporate equity incentive plan or holding shares of the Company.

6.2 上述激励对象中包含外籍人士，其均为对公司及/或其子公司未来发展和经营业绩有直接影响的员工，对其实施激励有助于公司业务特别是境外相关业务的待续、稳定和长远发展，具有必要性和合理性。

The above incentive recipients include foreign nationals, who are all employees who have a direct impact on the future development and operating performance of the Company and/or its subsidiaries. Implementing incentives for them is conducive to the continuity, stability and long-term development of the Company's business, especially its overseas-related business, and is necessary and reasonable.

7. 授出股份期权及认购价格 GRANT OF SHARE OPTIONS AND SUBSCRIPTION PRICE

7.1 受限于第 11 条的规定，并在不违反本计划的条款及条件及任何适用法律的情况下，相关授权人士有权在第 4 条提及的计划生效期间内但在上市前一刻的任何时间以书面授予信方式向其全权酌情选择的任何选定参与者发出要约，授出任何数目的股份期权。受限于载于授予信中的条款及本计划条款（包括但不限于第 7.4 条），选定参与者获授予的每份股份期权对应一(1)股 H 股，而该股份期权给予选定参与者在满足所有归属条件并于归属期满后，可根据计划及授予信所列的条件以人民币 4.00 元或按照第 17.4 条经调整后的行权价格（或相关授权人士批准的任何其他等值货币）认购特定数量的 H 股的权利。为免生疑问，本公司不会于上市后以本计划授予任何期权，本计划亦不存在任何预留权益。

Subject to the provisions of Clause 11 and without violating the terms and conditions of this Plan and any applicable laws, the Relevant Authorized Persons shall have the right to make an offer to grant any number of Share Options to any Selected Participant selected at its sole discretion by way of a written Grant Letter at any time during the effective period of the Plan referred to in Clause 4 but before the moment of Listing. Subject to the terms contained in the Grant Letter and the terms of this Plan (including but not limited to Clause 7.4), each Share Option granted to a Selected Participant corresponds to one (1) H Share, and such Share Option gives the Selected Participant the right to subscribe for a specific number of H Shares at an exercise price of RMB4.00 per H Share or the adjusted exercise price in accordance with Clause 17.4 (or any other equivalent currency approved by the Relevant Authorized Persons) upon satisfaction of all vesting conditions and after the vesting period, in accordance with the conditions set out in the Plan and the Grant Letter. For the avoidance of doubt, the Company will not grant any options under this Plan after Listing, and there are no reserved interests under this Plan.

7.2 本计划拟向选定参与者授予不多于 25,000,000 份期权，对应 H 股股票数量占本计划经公司股东大会审议批准时公司股本总额的比例约为 5%。为免生疑问，本计划不存在预留权益，本计划项下拟向选定参与者授予的所有股份期权均会于计划生效期间内但在上市前全数授予。

This Plan intends to grant no more than 25,000,000 options to Selected Participants, and the number of H Shares corresponding to such options shall be approximately 5% of the total share capital of the Company at the time this Plan is approved by the Company's general meeting of shareholders. For the avoidance of doubt, there are no reserved interests under this Plan, and all Share Options intended to be granted to Selected Participants under this Plan will be granted in full during the effective period of the Plan but before Listing.

7.3 授予股份期权时，公司应按照相关授权人士不时决定的授予信形式，向每一位选定参与者出具授予信，授予信内容包括选定参与者及股份期权的相关具体条款，如：选定参与者需支付的股份期权总认购价格（如有）、授予的生效日期、授予股份期权的归属条件、归属期、授予选定参与者的股份期权所涉及的 H 股股份数量及行权期限等。

When granting Share Options, the Company shall issue a Grant Letter to each Selected Participant in the form determined by the Relevant Authorized Persons from time to time. The Grant Letter shall include specific terms related to the Selected Participant and the Share Options, such as, the total subscription price (if any) to be paid by the Selected Participant for the Share Options, the effective date of the grant, the vesting conditions of the granted Share Options, the vesting period, the number of H Shares involved in the Share Options granted to the Selected Participant, and the exercise period, etc.

7.4 受限于本计划的其他条款，相关授权人士可全权决定就某选定参与者的股份期权归属设置的任何其他前提归属条件或限制（包括但不限于归属期或追回机制，及/或该选定参与者或其所任职的公司须达到的表现目标）（「**归属条件**」）。相关授权人士可全权厘定该等归属条件和在厘定归属条件后做出任何调整或修改。表现目标可包括（但不限于）选定参与者的个人考核指标评价结果、集团或相关子公司实现的计划里程碑及市值里程碑，且相关授权人士可按个别选定参与者的情况而设置不同的表现目标。

Subject to the terms of this Plan, the Relevant Authorized Persons may, at their sole discretion, set any other prerequisite vesting conditions or restrictions for the vesting of a Selected Participant's Share Options (including but not limited to vesting periods or clawback mechanisms, and/or performance targets to be achieved by the Selected Participant or the company in which he/she is employed) (the "**Vesting Conditions**"). The Relevant Authorized Persons may, at their sole discretion, determine the Vesting Conditions and make any adjustments or modifications after determining such Vesting Conditions. Performance targets may include (but are not limited to) the evaluation results of the Selected Participant's individual assessment indicators, and/or planned milestones and market value milestones to be achieved by the Group or relevant subsidiaries, and the Relevant Authorized Persons may set different performance targets for individual Selected Participant based on his/her specific circumstances.

7.5 待选定参与者满足相关授权人士不时厘定的归属条件（如有）后，其获授的股份期权方可归属。若归属条件包括表现目标，相关授权人士将不时进行评估（视情况而定），把选定参与者的实际表现与预先协议的表现目标进行比较，以确定是否达成目标及达成的程度。董事会对归属条件是否满足及达成的决定为不可撤销和最终的决定。

The Share Options granted to a Selected Participant can only be vested after the Selected Participant has satisfied the Vesting Conditions as determined by the Relevant Authorized Persons from time to time (if any). If the Vesting Conditions include performance targets, the Relevant Authorized Persons will conduct assessments from time to time (as the case may be) to compare the actual performance of the Selected Participant with the pre-agreed performance targets to determine whether the targets have been met and the extent to which they have been met. The Board's decision on whether the Vesting Conditions have been met and the extent to which they have been met is irrevocable and final.

7.6 本公司或相关授权人士于任何归属期完结前不时协定的合理期间内，公司将就选定参与者是否满足归属条件及获归属股份期权的数量（如有）以书面通知选定参与者。倘相关授权人士认定选定参与者尚未满足规定的任何归属条件（包括当期个人考核指标评价结果及/或表现目标，如有），则未归属的相关批次股份期权或股份期权的相关部份将自动失效及不得行使，并不可于下一归属期予以归属或行使，并须由本公司注销。

Within a reasonable period agreed upon from time to time by the Company or the Relevant Authorized Persons before the end of any vesting period, the Company will notify the Selected Participant in writing as to whether the Selected Participant has met the Vesting Conditions and the number of Share Options vested (if any). If the Relevant Authorized Persons determine that the Selected Participant has not met any of the prescribed Vesting Conditions (including the evaluation results of the current individual assessment indicators and/or performance targets, if any), the relevant batch of unvested Share Options or the relevant unvested part of the Share Options will automatically lapse and cannot be exercised, and cannot be vested or exercised in the next vesting period, and shall be cancelled by the Company.

7.7 在授予信项下规定接受要约的期限届满前，如选定参与者不再符合第 6 条所列参与本计划的资格，要约将被自动撤销。

The offer will be automatically revoked if the Selected Participant ceases to be eligible to participate in the Plan as set out in Clause 6 before the expiry of the period for accepting the offer as stipulated in the Grant Letter.

7.8 当本公司于授予信项下的限期前收到选定参与者书面回复接受有关授予（回复的形式包括但不限于向本公司发出妥为签署的授予信复本），要约即被视为已被接纳。一旦选定参与者接纳要约或被视为接纳要约，股份期权将于上市前一刻生效并视为在上市前一刻授出。

The offer is deemed to have been accepted when the Company receives a written response from the Selected Participant accepting the grant before the deadline set out in the Grant Letter (the form of such response includes but is not limited to sending a duly signed copy of the Grant Letter to the Company). Once the Selected Participant accepts or is deemed to have accepted the offer, the Share Options will become effective immediately before Listing and will be deemed to have been granted immediately before Listing.

7.9 除非授予信另有说明，选定参与者可接纳少于授出的股份期权数目。如选定参与者未按照授予信中规定的方式接纳要约或被视为接纳要约，或选定参与者在要约发出后不再符合资格，则会被视为已不可撤销地拒绝要约，要约将自动失效而无须另行通知。

Unless otherwise stated in the Grant Letter, a Selected Participant may accept fewer Share Options than the number offered. If the Selected Participant fails to accept the offer or is not deemed to have accepted the offer in the manner prescribed in the Grant Letter, or if the Selected Participant ceases to be eligible after the offer is made, the offer will be deemed to have been irrevocably rejected and will automatically lapse without further notice.

7.10 为免生疑问，在选定参与者按股份期权的条款行权并获配发或转让公司相关 H 股之前，选定参与者并不被视为本公司股东，没有投票、获得股息分派或其他相关股东权利。

For the avoidance of doubt, a Selected Participant is not considered a shareholder of the Company and does not have voting rights, rights to receive dividend distributions or other related shareholder rights until the Selected Participant exercises the Share Options in accordance with their terms and the relevant H Shares of the Company are allotted or transferred to them.

8. 归属期 VESTING PERIOD

8.1 除在相关选定参与者的授予信中另有约定，股份期权将按照下表规定分五批归属:

Unless otherwise agreed in the Grant Letter of the relevant Selected Participant, the Share Options will vest in five batches in accordance with the following table:

相关归属期 **Relevant Vesting Period**	**可行权时间** **Exercisable Period**	**归属之股份期权占已授出之股份期权的比例** **Proportion of Vested Options to Granted Options**
首批股份期权归属期 Vesting period of the first batch	自上市日起12个月期间届满后的首个营业日（「首次行使日期」）起计12个月期间 The 12 months' period starting from the	20%

	first business day after the end of the 12-month period following the listing date ("**First Exercise Date**")	
第二批股份期权归属期 Vesting period of the second batch	自首次行使日期起12个月期间届满后的首个营业日开始并于首次行使日期起24个月期间的最后营业日结束 From the first business day after the expiration of the 12 months' period starting from the First Exercise Date to the last business day of the 24 months' period starting from the First Exercisable Date	20%
第三批股份期权归属期 Vesting period of the third batch	自首次行使日期起24个月期间届满后的首个营业日开始并于首次行使日期起36个月期间的最后营业日结束 From the first business day after the expiration of the 24 months' period starting from the First Exercise Date to the last business day of the 36 months' period starting from the First Exercisable Date	20%
第四批股份期权归属期 Vesting period of the fourth batch	自首次行使日期起36个月期间届满后的首个营业日开始并于首次行使日期起48个月期间的最后营业日结束 From the first business day after the expiration of the 36 months' period starting from the First Exercise Date to the last business day of the 48 months' period starting from the First Exercisable Date	20%
第五批股份期权归属期 Vesting period of the fifth batch	自首次行使日期起48个月期间届满后的首个营业日开始并于首次行使日期起60个月期间的最后营业日结束 From the first business day after the expiration of the 48 months' period starting from the First Exercise Date to the last business day of the 60 months' period starting from the First Exercisable Date	20%

8.2 倘相关归属期的有关归属条件未获达成或按照董事会或董事会授权人士不时为某选定参与者设定的归属条件有关选定参与者所持有的期权在某归属期不得全数归属并行权，相关批次的股份期权或股份期权的相关部份将不得归属或行使，并不可于下一归属期予以归属或行使，并须由本公司注销。

If the relevant Vesting Conditions for a relevant vesting period are not met, or if, in accordance with the Vesting Conditions set by the Board or a person authorized by the Board for a certain Selected Participant from time to time, the options held by the relevant Selected Participant cannot be fully vested and exercised in a certain vesting period, the relevant batch of Share Options or the relevant unvested part of the Share Options shall not be vested or exercised, and shall not be vested or exercised in the next vesting period, and shall be cancelled by the Company.

8.3 在下列特定情况下，合资格参与者获授予的股份期权归属期可早于本计划第 8.1 条所载之归属期，前提是必须由相关授权人士事先批准：

In the following specific circumstances, the vesting period of Share Options granted to an Eligible Participant may end earlier than the vesting period set out in Clause 8.1 of this Plan, provided that prior approval has been obtained from the Relevant Authorized Persons:

8.3.1 向因身故、残疾或任何未能控制的事件而终止雇佣的合资格参与者授出的股份期权；及

the Share Options granted to an Eligible Participant whose employment is terminated due to death, disability or any event beyond his/her control; and

8.3.2 董事会及/或相关授权人士认为，较短的归属期在相关授予为适当，并符合本计划的目的。

the Board and/or the Relevant Authorized Persons consider that a shorter vesting period is appropriate for the relevant grant and is in line with the purpose of this Plan.

8.4 激励对象退休后获公司返聘的，其已获授的权益完全按照退休前本激励计划规定的程序进行；因退休离职的，按照本激励计划第 16 条处理。

If an incentive recipient is re-hired by the Company after retirement, the interests that have been granted to him/her will be processed in full accordance with the procedures stipulated in this Plan before retirement; if he/she leaves due to retirement, it will be handled in accordance with Clause 16 of this Plan.

9. 行权价格 EXERCISE PRICE

9.1 受限于根据本计划第 17.4 条所做出的调整，本计划下任何股份期权的行权价格均为人民币 4.00 元（或相关授权人士批准的任何其他等值货币）。

Subject to adjustments made in accordance with Clause 17.4 of this Plan, the exercise price of any Share Option under this Plan shall be RMB4.00 per H Share (or any other equivalent currency approved by the Relevant Authorized Persons).

10. 行权机制 EXERCISE MECHANISM

10.1 受限于适用法律（包括但不限于选定参与者应当遵守《中华人民共和国公司法》、《中华人民共和国证券法》、中国证监会以及香港联交所相关规则等规定的锁定期和减持限制要求）及根据授予信的相关条款，选定参与者有权以相关授权人士不时厘定的行权方式、行权通知行使和文本内容在行权期限内行使已经归属的股份期权。

Subject to applicable laws (including but not limited to the lock-up period and reduction of holdings requirements that Selected Participants shall comply with as stipulated by the Company Law of the PRC, the Securities Law of the PRC, the CSRC and the Hong Kong Stock Exchange related rules) and the relevant terms of the Grant Letter, Selected Participants have the right to exercise the vested Share Options within the exercise period in the manner of exercise, exercise notice and text content determined by the Relevant Authorized Persons from time to time.

10.2 于行权日(即第 8.1 条中指定的相关可行权时间内由董事会或董事会授权人士不时厘定的行权开窗时段内的任一营业日)，选定参与者应通过书面方式向公司发出不可撤销的行权通知（行权通知应以相关授权人士不时厘定的模板为准）。为免生疑问，若根据前述要求送达或被视为送达行权通知当天处于 H 股停牌、暂停交易或 H 股股份过户登记处暂停办理股份过户登记的任何期间，则行权日将延后至紧随 H 股复牌、恢复交易或 H 股股份过户登记处恢复办理股份过户登记后的下一营业日。

On the Exercise Date (i.e., any Business Day during the exercisable period from time to time determined by the Board or a person authorized by the Board within the relevant exercisable time specified in Clause 8.1), the Selected Participant shall send an irrevocable exercise notice to the Company in writing (the exercise notice shall be in the form determined by the Relevant Authorized Persons from time to time). For the avoidance of doubt, if the day on which the exercise notice is served or is deemed to be served in accordance with the foregoing requirements falls within any period when the H Shares are suspended from trading or the register of members for H Shares is closed, the Exercise Date will be postponed to the next Business Day immediately following the resumption of trading of the H Shares or the re-opening of the register of members for H Shares.

10.3 因行使股份期权而配发及发行的 H 股须受公司章程及当时生效的适用法律规限，且在所有方面与于配发日期已发行的其他缴足 H 股享有同等地位，并将赋予持有人享有相等于其他已发行缴足 H 股持有人的权利（包括投票、股息、转让及任何其他权利）。因股份期权行权而将予配发及发行的 H 股将赋予持有人参与在配发日期或之后支付或作出的所有股息或其他分派的权利，惟之前宣派或建议或决议支付或作出且有关记录日期在配发及发行日期或之前的任何股息或其他分派除外。股份期权本身（于股份配发日前）不会赋予选定参与者任何上述股东权利。

The H Shares allotted and issued as a result of the exercise of a Share Option shall be subject to the Articles of Association and the Applicable Laws in effect at the time, and shall rank *pari passu* in all respects with the other fully paid-up H Shares in issue on the date of allotment, and shall entitle the holders to rights equal to those of the holders of other issued fully paid-up H Shares (including voting, dividend, transfer and any other rights). The H Shares to be allotted and issued upon the exercise of a Share Option shall entitle the holder to participate in all dividends or other distributions paid or made on or after the date of allotment, except for any dividend or other distribution previously declared, proposed or resolved to be paid or made for which the relevant record date is on or before the date of allotment and issue. The Share Option itself (prior to the allotment of the Shares) will not confer on the Selected Participant any of the above shareholder rights.

10.4 为免生疑问，行权所涉及的相关税款或其他应由选定参与者支付的费用（根据适用法律厘定; 包括但不限于发行相关行权所对应的H股新股、转让相关行权所对应的H股现有股份及/或现金结算方式所涉及之税款或费用）概由相关选定参与者承担; 公司、公司就本计划项下选定参与者行权为目的而设立之信托（「**指定信托**」）、指定信托之受托人及/或相关授权人士指定的股票经纪人或其他机构（「**指定股票经纪人**」）（如涉及）概不承担任何税款或前述费用。相关选定参与者将补偿公司、指定信托、指定信托之受托人及/或指定股票经纪人相关税款，使其免于承担各自可能必须支付或缴纳此类税款或费用的任何责任，包括与任何税款或费用有关的任何扣缴责任。

For the avoidance of doubt, the Relevant Taxes or other fees payable by the Selected Participant in connection with the exercise (as determined in accordance with applicable laws, including but not limited to taxes or fees in connection with the issue of new H Shares corresponding to the relevant exercise, the transfer of existing H Shares corresponding to the relevant exercise and/or settlement in cash) shall be borne by the relevant Selected

Participant. The Company, the trust established by the Company for the purpose of the exercise by the Selected Participants under this Plan (the "**Designated Trust**"), the trustee of the Designated Trust and/or the stockbroker or other institution designated by the Relevant Authorized Persons (the "**Designated Stockbroker**") (if applicable) shall not be liable for any taxes or the aforementioned fees. The relevant Selected Participant will indemnify the Company, the Designated Trust, the trustee of the Designated Trust and/or the Designated Stockbroker against any liability that they may have to pay or account for any such taxes or fees, including any withholding liability in connection with any taxes or fees.

10.5 为使之生效，尽管本计划规则另有规定(惟须符合相关适用法律法规要求)，公司、指定信托之受托人及/或指定股票经纪人仍可:

To give effect to this, notwithstanding anything to the contrary in the rules of this Plan (but subject to compliance with relevant applicable laws and regulations), the Company, the trustee of the Designated Trust and/or the Designated Stockbroker may:

10.5.1 减少或扣留选定参与者行使股份期权所涉及的 H 股股份数目(可减少或扣留的行权所涉及的 H 股股份数目应限于减少/扣留当日具有公司合理认为足以承担此类责任的公允市场价值的 H 股股份数目)，以支付行权所涉股份的总行权价格或相关税款或费用;

reduce or withhold the number of H Shares involved in the exercise of the Share Option by the Selected Participant (the number of H Shares involved in the exercise that may be reduced or withheld shall be limited to the number of H Shares that have a fair market value on the date of reduction/withholding that the Company reasonably believes is sufficient to cover such liability) to pay the total exercise price of the shares involved in the exercise or the relevant taxes or fees;

10.5.2 代表选定参与者出售其依本计划有权获得的 H 股数量，并保留收益及/或将其支付予有关当局或政府机构;

sell on behalf of the Selected Participant the number of H Shares to which he/she is entitled under this Plan and retain the proceeds and/or pay them to the relevant authorities or government agencies;

10.5.3 在不通知选定参与者的情况下，从根据本计划向选定参与者支付的任何款项中，或从集团成员应付予选定参与者的任何款项中，包括从任何集团成员应付予选定参与者的工资中扣除或扣留，以支付行权所涉股份的总行权价格或相关税款或费用; 及/或

without notifying the Selected Participant, deduct or withhold from any payment made to the Selected Participant under this Plan, or from any payment due to the Selected Participant from a Group Member, including from the salaries due to the Selected Participant from any Group Member, to pay the total exercise price of the shares involved in the exercise or the relevant taxes or fees; and/or

10.5.4 要求选定参与者以现金或经认证支票或银行本票的形式，通过自身账户向公司、指定信托之受托人或指定股票经纪人汇入一笔足以支付任何政府机构要求由公司、指定信托之受托人或指定股票经纪人代扣代缴的税款或其他费用的款项，或以其他方式作出令公司满意的其他安排，以支付行权所涉股份的总行权价格或相关税款或费用。

require the Selected Participant to remit to the Company, the trustee of the Designated Trust or the Designated Stockbroker, by way of cash or a certified cheque or bank draft from his/her own account, an amount sufficient to cover any taxes or other fees required by any government agency to be withheld and paid by the Company, the trustee of the Designated Trust or the Designated Stockbroker, or otherwise make other arrangements satisfactory to the Company to pay the total exercise price of the shares involved in the exercise or the relevant taxes or fees.

11. **股份期权授予限制 RESTRICTIONS ON GRANT OF SHARE OPTIONS**

11.1 本公司在任何情况下均不会于上市日或上市日以后以本计划授予任何期权。此外，在本计划生效期限已届满，或公司根据第 19 条提前终止后，公司不得向任何选定参与者授出任何额外的股份期权， 但不影响本计划终止或期限届满前根据本计划授出但未行权的股份期权。

Under no circumstances will the Company grant any options under this Plan on or after the Listing Date. In addition, after the effective period of this Plan has expired, or after the Company terminates it early in accordance with Clause 19, the Company shall not grant any additional Share Options to any Selected Participant, but this shall not affect the Share Options granted under this Plan before the termination or expiration of this Plan that have not been exercised.

12. **股份期权的转让 TRANSFER OF SHARE OPTIONS**

12.1 根据本计划所授出而未归属的股份期权只属选定参与者个人所有。任何股份期权均不得转让或出让。任何选定参与者不得以任何方式出售、转让、出让、押记、质押、抵押、设定产权负担或设立以任何第三方作为受益人的权益，也不得订立拟进行上述行动的协议。倘选定参与者违反上述规定，公司有权注销授予该选定参与者的任何未行权的股份期权或其任何部分。

Unvested Share Options granted under this Plan are personal to the Selected Participant. No Share Option may be transferred or assigned. No Selected Participant shall in any way sell, transfer, assign, charge, pledge, mortgage, encumber or create an interest in favor of any third party, nor shall he/she enter into an agreement intended to do so. If a Selected Participant violates the above provisions, the Company has the right to cancel any unexercised Share Options or any part thereof granted to that Selected Participant.

13. **注销股份期权 CANCELLATION OF SHARE OPTIONS**

13.1 除根据本计划第 7 条及第 8 条注销外，在公司已取得选定参与者的同意情况下，已授予但尚未归属或尚未行使的股份期权将被注销。

Except for cancellation in accordance with Clauses 7 and 8 of this Plan, Share Options that have been granted but have not yet been vested or exercised will be cancelled with the consent of the Selected Participant.

14. **选定参与者身故 DEATH OF SELECTED PARTICIPANTS**

14.1 如选定参与者（为个人）在行使所有股份期权之前身故，其遗产代理人可在其身故后 12 个月内或相关授权人士可能决定的更长期限内行使已归属部分的股份期权。

If a Selected Participant dies prior to exercising all vested Share Options, the legal personal representative of the estate may exercise such vested Share Options within 12 months of death or such longer period as the Relevant Authorized Persons may determine.

15. **公司清盘 COMPANY LIQUIDATION**

15.1 倘本公司向股东发出通告召开股东大会，藉以考虑及酌情批准有关本公司自愿清盘的决议案（惟旨在考虑重组、合并或协议安排者除外），董事会可决定：

If the Company gives notice to its shareholders to convene a general meeting to consider and, if thought fit, approve a resolution for the voluntary winding-up of the Company (other than for the purpose of considering a reorganization, merger or scheme of arrangement), the Board may decide that:

15.1.1 本公司须于向各股东发出有关通告后，于同日或之后尽快向所有选定参与者发出有关通告，而各选定参与者（或其遗产代理人）其后有权在不迟于拟召开的本公司股东大会4个营业日前随时向本公司发出书面通知，并随附有关通知所涉 H 股总行权价格的足额款项，藉以行使全部或任何股份期权，而本公司须尽快且无论如何不迟于紧接上述拟召开股东大会日期前一个营业日向选定参与者配发入账列作缴足的相关 H 股；或

the Company shall, on the same day as or as soon as practicable after giving such notice to each shareholder, give notice thereof to all Selected Participants, and each Selected Participant (or his/her personal representative) shall thereafter be entitled to exercise all or any of his/her Share Options by giving written notice to the Company at any time not later than 4 Business Days before the proposed general meeting of the Company, accompanied by payment in full of the aggregate Exercise Price for the H Shares in respect of which such notice is given, and the Company shall allot the relevant H Shares credited as fully paid to the Selected Participant as soon as practicable and in any event not later than the Business Day immediately preceding the date of the proposed general meeting; or

15.1.2 采纳任何其他董事会认为合适的方案。

adopt any other scheme that the Board deems appropriate.

16. 股份期权失效 LAPSE OF SHARE OPTIONS

16.1 除非相关授权人士另有相反决议， 尚未行使的股份期权于下列时间中的最早者将告自动失效：

Unless the Relevant Authorized Persons resolve otherwise, unexercised Share Options shall automatically lapse at the earliest of the following times:

16.1.1 行权期限届满；

the expiry of the Exercise Period;

16.1.2 根据第 7.6 条所述评估日期失效；

the date of lapse as described in Clause 7.6;

16.1.3 根据第 15 条的规定，本公司开始清盘之日；

the date on which the Company commences winding-up, in accordance with the provisions of Clause 15;

16.1.4 选定参与者发生如下情况：

the occurrence of any of the following in respect of the Selected Participant:

(1) 违反本计划第 12 条的规定：

violation of the provisions of Clause 12 of this Plan:

(2) 因特定事由的解约；

termination of contract for specific reasons;

(3) 违反不竞争义务；

breach of non-competition obligations;

(4) 选定参与者失职；或

dereliction of duty by the Selected Participant; or

(5) 出现严重不当行为；

occurrence of gross misconduct;

16.1.5 选定参与者违反其获授出的股份期权所附带的任何条款或条件之日；或

the date on which the Selected Participant breaches any of the terms or conditions attached to the Share Options granted to him/her; or

16.1.6 选定参与者未能、不能或已经不再符合第 6 条所列参与本计划的资格之日（包括退休或离职），除非相关授权人士另有相反决议。

the date on which the Selected Participant fails to, is unable to or is no longer eligible to participate in the Plan as set out in Clause 6 (including retirement or resignation), unless the Relevant Authorized Persons resolve otherwise.

16.2 本公司不会就任何根据本 16 条失效的股份期权向任何选定参与者承担责任。

The Company shall not be liable to any Selected Participant for any Share Options that have lapsed in accordance with this Clause 16.

17. 更改股本的影响 EFFECT OF CAPITAL ALTERATIONS

17.1 如本公司的股本结构在任何股份期权仍可行使时因资本公积转增股本、派送股票红利、配股、股份拆细、缩股、派息或增发新股（但不包括公司发行证券作为交易代价）而出现任何变化，则相关授权人士可在其认为合适的情况下根据第 17.3 和 17.4 条，以及以下原则调整(a)尚未行使的股份期权所涉及的股份数目及/或(b)行权价格：

If the capital structure of the Company changes due to any capitalization issue, bonus issue, rights issue, share split, share reduction, cash dividend distribution or issue of new shares (but excluding the issue of securities by the Company as consideration for a transaction) while any Share Option remains exercisable, the Relevant Authorized Persons may, as they deem appropriate, adjust (a) the number of shares subject to the outstanding Share Options and/or (b) the Exercise Price in accordance with Clauses 17.3 and 17.4 and the following principles:

17.1.1 任何所需调整均须按照适用法律及下列要求进行；及

any required adjustments shall be made in accordance with applicable laws and the following requirements; and

17.1.2 选定参与者在调整后所占的股本比例（计至最接近的一股完整股份）须与其在调整前应得者相同，但任何此等调整不得导致股份以低于面值（如有）的价格发行。

the proportion of the share capital to which the Selected Participant is entitled after the adjustment (calculated to the nearest whole share) shall be the same as that to which he/she would have been entitled before the adjustment, provided that any such adjustment shall not result in the shares being issued at a price below their nominal value (if any).

17.2 董事会或相关授权人士须于该等变动生效后的切实可行情况下尽快通知有关选定参与者于调整后其尚未行使的股份期权所涉及的股份数目。

The Board or the Relevant Authorized Persons shall, as soon as practicable after such changes take effect, notify the relevant Selected Participant of the number of shares subject to his/her outstanding Share Options after the adjustment.

17.3 如在行权前本公司进行资本公积转增股本、派送股票红利、派息、股票拆细、配股或缩股等事项，相关授权人士应对股份期权所涉及的股份数量进行相应的调整。调整方法如下：

If the Company carries out matters such as capitalization issue, bonus issue, cash dividend distribution, share split, rights issue or share reduction before the exercise of the option, the Relevant Authorized Persons shall make corresponding adjustments to the number of shares subject to the Share Options. The adjustment method is as follows:

17.3.1 资本公积转增股本、派送股票红利、股份拆细

Capitalization issue, bonus issue, share split

$Q = Q_0 (1 + n)$

其中：Q_0为调整前的股份期权所涉及的股份数量；n为每股的资本公积转增股本、派送股票红利股份拆细的比率(即每股股票经转增、送股或拆细后增加的股照数篮)；Q为调整后的股份期权所涉及的股份数量。

where: Q_0 is the number of shares subject to the Share Option before the adjustment; n is the ratio of capitalization issue, bonus issue or share split per share (i.e., the number of additional shares per share after capitalization issue, bonus issue or share split); Q is the number of shares subject to the Share Option after the adjustment.

17.3.2 配股

Rights issue

$Q = Q_0 \times P_1 \times (1 + n) / (P_1 + P_2 \times n)$

其中：Q_0为调整前的股份期权所涉及的股份数量；P_1为股权登记日当日收盘价；P_2为配股价格；n为配股的比例(即配股的股数与配股前公司股本总额的比例)；Q为调整后的股份期权所涉及的股份数量。

where: Q_0 is the number of shares subject to the Share Option before the adjustment; P_1 is the closing price on the record date; P_2 is the rights issue price; n is the rights issue ratio (i.e., the ratio of the number of shares in the rights issue to the total share capital of the company before the rights issue); Q is the number of shares subject to the Share Option after the adjustment.

17.3.3 缩股

Share reduction

$Q=Q_0 \times n$

其中：Q_0为调整前的股份期权所涉及的股份数量；n为缩股比例(即1股公司股票缩为n股股票)；Q为调整后的股份期权所涉及的股份数量。

where: Q_0 is the number of shares subject to the Share Option before the adjustment; n is the share reduction ratio (i.e., 1 share of the Company is reduced to n shares); Q is the number of shares subject to the Share Option after the adjustment.

17.3.4 派息、增发

Cash dividend distribution and issue of new shares

公司在发生派息或增发新股的情况下，股份期权所涉及的股份数量不做调整。

In the event of a cash dividend distribution or a new issue of shares by the Company, the number of shares subject to the Share Options will not be adjusted.

17.4 如在行权前本公司进行资本公积转增股本、派送股票红利、派息、股票拆细、配股或缩股等事项，相关授权人士应对行权价格进行相应的调整。调整方法如下：

If the Company carries out matters such as capitalization issue, bonus issue, cash dividend distribution, share split, rights issue or share reduction before the exercise of the option, the Relevant Authorized Persons shall make corresponding adjustments to the Exercise Price. The adjustment method is as follows:

17.4.1 资本公积转增股本、派送股票红利、股份拆细

Capitalization issue, bonus issue, share split

$P = P_0 / (1 + n)$

其中：P_0为调整前的行权价格；n为每股的资本公积转增股本、派送股票红利、股份拆细的比率； P为调整后的行权价格。

where: P_0 is the Exercise Price before the adjustment; n is the ratio of capitalization issue, bonus issue or share split per share; P is the Exercise Price after the adjustment.

17.4.2 配股

Rights issue

$P = P_0 \times (P_1 + P_2 \times n) / [P_1 \times (1 + n)]$

其中：P_0为调整前的行权价格；P_1为股权登记日当日收盘价；P_2为配股价格；n为配股的比例(即配股的股数与配股前股份公司股本总额的比例)；P为调整后的行权价格。

where: P_0 is the Exercise Price before the adjustment; P_1 is the closing price on the record date; P_2 is the rights issue price; n is the rights issue ratio (i.e., the ratio of the number of shares in the rights issue to the total share capital of the company before the rights issue); P is the Exercise Price after the adjustment.

17.4.3 缩股

Share reduction

$P = P_0 / n$

其中：P_0为调整前的行权价格；n为缩股比例；P为调整后的行权价格。

where: P_0 is the Exercise Price before the adjustment; n is the share reduction ratio; P is the Exercise Price after the adjustment.

17.4.4 派息

Cash dividend distribution

$P = P_0 - V$

其中：P_0为调整前的行权价格；V为每股的派息额；P为调整后的行权价格。经派息调整后，P仍须大于1。

where: P_0 is the Exercise Price before the adjustment; V is the dividend distributed per share; P is the Exercise Price after the adjustment. After the dividend adjustment, P must still be greater than 1.

17.4.5 增发

Issue of new shares

公司在发生增发新股的情况下，期权的行权价格不做调整。

In the event of an issue of news shares by the Company, the Exercise Price of the options will not be adjusted.

18. **修改本计划 AMENDMENTS TO THE SCHEME**

18.1 受限于第 18.2 条，本计划可经董事会决议在任何方面作出更改，前提是经修订的条款须继续符合适用法律。

Subject to Clause 18.2, this Plan may be amended in any respect by a resolution of the Board, provided that the amended terms continue to comply with applicable laws.

18.2 以下修改必须在股东大会上获股东批准才能生效：

The following amendments must be approved by the shareholders at a general meeting to become effective:

18.2.1 对本计划的条款及条件作出任何重大修改（涉及本计划明确约定以外的方式加速提前归属、行权和降低行权价格的相关修订）；或

any material amendment to the terms and conditions of this Plan (involving amendments related to accelerated early vesting, exercise and reduction of the exercise price in a manner other than that expressly provided for in this Plan); or

18.2.2 对相关授权人士修改本计划条款的权力作出任何变动。

any change to the power of the Relevant Authorized Persons to amend the terms of this Plan.

19. **终止本计划 TERMINATION OF THE PLAN**

19.1 本公司在股东大会上通过决议案可随时终止本计划的运作，而在这情况下，公司不得再根据本计划提供或授出股份期权，但本计划的条文仍然具有十足效力，以确保本计划终止前或根据本计划的条款及条件所规定的其它情况已授出的任何股份期权仍可有效行使。

The Company may at any time terminate the operation of this Plan by passing a resolution at a general meeting, in which case the Company shall not offer or grant any more Share Options under this Plan, but the provisions of this Plan shall remain in full force and effect to ensure that any Share Options granted before the termination of this Plan or in other circumstances as provided for in the terms and conditions of this Plan may still be validly exercised.

20. 附则 MISCELLANEOUS

20.1 本计划不构成本公司、其控股公司、任何同系附属公司、联营公司或附属公司与任何合资格参与者之间的任何劳动合同或聘用合同的一部分，而任何合资格参与者根据其劳动合同或聘用合同的条款所享有的权利及承担的义务，不受其参与本计划或参与本计划的任何权利的影响，而本计划亦不给予该合资格参与者因任何理由终止其劳动合同或聘用合同而获得补偿或损害赔偿的额外权利。

This Plan does not form part of any employment contract or engagement contract between the Company, its holding company, any of its fellow subsidiaries, associated companies or subsidiaries and any Eligible Participant, and the rights and obligations of any Eligible Participant under the terms of his/her employment contract or engagement contract shall not be affected by his/her participation in this Plan or any right to participate in this Plan, nor shall this Plan give such Eligible Participant any additional right to compensation or damages for termination of his/her employment contract or engagement contract for any reason.

20.2 公司须承担建立及管理计划的成本（包括因第 20.3 条所提述的通讯而引致的成本，但不包括认购价格、行权价格及授予股份期权的代价）。为免生疑问，除本公司或任何集团成员公司的任何代扣代缴税项责任外，根据适用法律，本公司对任何选定参与者就认购 H 股、归属或行权须缴付的任何相关税款或开支概不负责。

The Company shall bear the costs of establishing and administering the Plan (including costs arising from the communications referred to in Clause 20.3, but excluding the subscription price, exercise price and consideration for the grant of Share Options). For the avoidance of doubt, except for any tax withholding obligations of the Company or any Group Member company, the Company shall not be responsible for any relevant taxes or expenses payable by any Selected Participant for the subscription, vesting or exercise of H Shares under applicable laws.

20.3 公司与任何选定参与者之间的任何通知或其他通讯，如属选定参与者通知公司，可通过预付邮递或个人递送至公司在中国香港或中国内地的注册办事处或由公司不时通知选定参与者的其他地址。如属公司通知选定参与者，可按选定参与者不时通知公司的地址或亲自向选定参与者递送。此外，公司向任何选定参与者发出的任何通知（包括按照第 7.6 条发出的归属通知）或其他通讯，可在相关授权人士认为适当的情况下以任何电子方式发出。

Any notice or other communication between the Company and any Selected Participant shall, in the case of a notice from a Selected Participant to the Company, be by pre-paid post or personal delivery to the Company's registered office in Hong Kong or Mainland China or such other address as the Company may from time to time notify the Selected Participant. In the case of a notice from the Company to a Selected Participant, it may be delivered to the address from time to time notified by the Selected Participant to the Company or delivered to the Selected Participant in person. In addition, any notice (including a vesting notice in accordance with Clause 7.6) or other communication from the Company to any Selected Participant may be given by any electronic means as the Relevant Authorized Persons may deem appropriate.

20.4 以邮寄方式送达的任何通知或其他通讯，应视为在投递 24 小时后送达。以电子方式送达的任何通知或其他通讯，应视为在其发出的次日收到。

Any notice or other communication sent by post shall be deemed to have been served 24 hours after posting. Any notice or other communication sent by electronic means shall be deemed to have been received on the day following its dispatch.

20.5 本公司、任何集团成员、董事会及相关授权人士不对任何合资格参与者未能获得作为选定参与者参与计划所需的任何同意或批准，且不对任何合资格参与者因参与计划而可能产生的任何相关税款、开支、费用或任何其他责任负责。

The Company, any Group Member, the Board and the Relevant Authorized Persons shall not be responsible for the failure of any Eligible Participant to obtain any consent or approval required to participate in the Plan as a Selected Participant, and shall not be responsible for any relevant taxes, expenses, fees or any other liabilities that any Eligible Participant may incur as a result of participating in the Plan.

20.6 本计划规则的每项条款均应视为一项单独的条款，且在任何一项或多项条款全部或部分不可执行或变得不可执行的情况下，可作为单独的条款执行。若任何一项或多项条款无法执行，该等条款须当作已从本计划规则中删除，而任何该等删除均不影响其他条款的执行。

Each provision of the rules of this Plan shall be deemed to be a separate provision and shall be enforceable as a separate provision in the event that any one or more provisions are or become unenforceable in whole or in part. If any one or more provisions are unenforceable, such provisions shall be deemed to have been deleted from the rules of this Plan, and any such deletion shall not affect the enforceability of the other provisions.

20.7 除本规则另有规定外，本计划不得直接或间接授予任何人针对本公司、任何集团成员、董事会或相关授权人士的任何法律权利（构成及附属于股份期权本身的权利除外），也不得导致针对本公司、任何集团成员、董事会及/或相关授权人士的任何法律诉讼。 在任何情况下，任何人不得要求本公司、任何集团成员、董事会及／或相关授权人士对因计划或其管理而产生或与之相关的任何成本、损失、开支及／或损害负责。

Except as otherwise provided in these rules, this Plan shall not directly or indirectly grant any person any legal right against the Company, any Group Member, the Board or the Relevant Authorized Persons (other than the rights constituting and ancillary to the Share Options themselves), nor shall it give rise to any legal action against the Company, any Group Member, the Board and/or the Relevant Authorized Persons. In no event shall any person hold the Company, any Group Member, the Board and/or the Relevant Authorized Persons liable for any costs, losses, expenses and/or damages arising out of or in connection with the Plan or its administration.

20.8 如股份期权按照本计划规则失效，任何选定参与者无权就其可能蒙受的任何损失或享有的计划下任何权利或利益或预期权利或利益获得任何赔偿。

If a Share Option lapses in accordance with the rules of this Plan, the Selected Participant shall not be entitled to any compensation for any loss he/she may suffer or for any right or benefit or expected right or benefit under the Plan.

20.9 本计划的运作须受公司章程及任何适用法律所订的任何限制所规限。

The operation of this Plan is subject to any restrictions set out in the Articles of Association and any applicable laws.

20.10 本计划、其项下规则及根据本计划授出的股份期权受中国法律管辖。

This Plan, its rules and the Share Options granted hereunder are governed by the laws of the PRC.

20.11 公司与激励对象之间出现有关本激励计划任何事宜的争议或纠纷的，应首先通过协商方式解决；如自一方提出争议或纠纷之日起 30 日内未能解决的，任一方均有权向公司住所地有管辖权的人民法院提起诉讼。

Any dispute or disagreement between the Company and the incentive recipients regarding any matter of this Plan shall first be resolved through negotiation; if it cannot be resolved within 30 days from the date one party raises the dispute or disagreement, either party has the right to file a lawsuit in the people's court with jurisdiction in the place where the Company is domiciled.

20.12 本计划的解释权属于本公司的董事会。

The right to interpret this Plan belongs to the Board.

深圳麦科田生物医疗技术股份有限公司

Medcaptain Medical Technology Co., Ltd.

2024年11月

November 2024